

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alereon, Inc.		04/12/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Enhanced Capital Texas Fund II, LLC		
Street Address:	601 Lexington Avenue, 55th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
Name:	Enhanced Jobs for Texas Fund, LLC		
Street Address:	601 Lexington Avenue, 55th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3938119	A	
Registration Number:	3164770	LIFE WITHOUT WIRES	
Registration Number:	3881711	ALEREON	
Registration Number:	3839461	NOWIRE	
CORRESPONDENCE DATA			
Fax Number:	2054885891		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$115.00 3938119

Phone: 205-226-3404
Email: ppsmith@balch.com
Correspondent Name: Pamela Payne Smith
Address Line 1: 1901 Sixth Ave. N., Suite 1500
Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Pamela Payne Smith
Signature:	/ppsmith/
Date:	04/16/2012

Total Attachments: 12

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of April 12, 2012, by **ALEREON, INC.**, a Delaware corporation (the "Debtor"), in favor of **ENHANCED CAPITAL TEXAS FUND II, LLC**, a Texas limited liability company ("Enhanced Capital") and **ENHANCED JOBS FOR TEXAS FUND, LLC**, a Delaware limited liability company ("Enhanced Jobs" and together with Enhanced Capital, the "Secured Parties"). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in that certain Note Purchase Agreement of even date herewith among Debtor and the Secured Parties (as the same may hereafter amended, supplemented and restated, the "Purchase Agreement").

WITNESSETH:

WHEREAS, pursuant to that certain Purchase Agreement, subject to the terms and conditions contained therein, Enhanced Capital is to purchase a certain promissory note issued by Debtor in the principal amount of \$3,375,000 (as the same may hereafter be amended, supplemented and restated, the "Enhanced Capital Note") and Enhanced Jobs is to purchase a certain promissory note issued by Debtor in the principal amount of \$625,000 (as the same may hereafter be amended, supplemented and restated, the "Enhanced Jobs Note" and together with the Enhanced Capital Note, the "Notes") as described in the Purchase Agreement;

WHEREAS, contemporaneously herewith, Secured Parties and Debtor have entered into a Security Agreement, securing Debtor's obligations to Secured Parties under the Purchase Agreement (the "Blanket Security Agreement")

WHEREAS, in addition to the Blanket Security Agreement, this Agreement is integral to the transactions contemplated by the Transaction Documents (such term being used in this Agreement as it is defined in the Purchase Agreement) and the execution and delivery of this Agreement is a condition precedent to the Secured Parties' obligations under the Transaction Documents;

WHEREAS, Debtor desires to execute and deliver in favor of Secured Parties this Agreement for the purposes and on the terms hereinafter stated, including to secure (a) the "Obligations" of Debtor, as defined in the Blanket Security Agreement;

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the premises, Debtor hereby agrees with Secured Parties as follows:

1. To secure the payment and performance of the Obligations, Debtor hereby pledges, assigns and grants to Secured Parties a continuing security interest in and Lien upon all of the following property of Debtor, whether now owned or existing or hereafter acquired (the "Intellectual Property Collateral"):

(a) All trademarks, trademark registrations, tradenames, trademark applications, patents, patent applications, copyrights, trade secrets, and other intellectual property of Debtor,

except for "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce or the recording a statement of use with the United States Patent and Trademark Office, or otherwise to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law, including, without limitation, the registered United States trademarks, issued United States patents, United States trademark applications, and United States patent applications (as applicable) listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) any and all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world, subject to any rights granted with respect thereto (all of the foregoing trademarks, trademark registrations, tradenames, trademark applications, patents and patent applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to collectively as the "Patents and Trademarks");

(b) The goodwill of Debtor's business connected with and symbolized by the Patents and Trademarks; and

(c) All proceeds of the foregoing.

2. Debtor represents and warrants that:

(a) As of the date hereof, each of the Patents and Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Except as set forth in Schedule 2(b), as of the date hereof, no claim has been made that the use of any of the Patents and Trademarks does or may violate the rights of any third person; and

(c) Debtor has the unqualified right to enter into this Agreement and perform its terms.

3. Debtor covenants and agrees that:

(a) Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Patents and Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Debtor not to sue third persons except those set forth on Schedule 2.14 of the Purchase Agreement;

(b) Debtor has used and will continue to use for the duration of this Agreement, commercially reasonable efforts to provide proper statutory notice in connection with its use of the Patents and Trademarks, including, without limitation (provided such Patents and Trademarks are still in use), filing an affidavit of use with the United States Patent and Trademark Office during the sixth (6th) year of registration and a renewal application during the year immediately preceding each ten (10) year anniversary of the registration date for each federally registered Trademark in the Patents and Trademarks, as required to prevent the

registration from being cancelled, and paying maintenance fees at three and a half, seven and a half, and eleven and a half years after the issuance of each Patent in the Patents and Trademarks, as required to avoid cancellation of the Patents, and complying with any other legal requirements for maintaining the validity and enforceability of the Patents and Trademarks.

4. Debtor agrees that, until all of the Obligations have been satisfied in full, Debtor will not enter into any agreement (including, without limitation, any license agreement) with respect to the Patents and Trademarks that is inconsistent with Debtor's duties under this Agreement.

5. If, before the Obligations have been satisfied in full, Debtor obtains the ownership rights to any new issued patents and/or registered trademarks, United States trademark application, or United States patent application, including, without limitation, continuations or divisional applications of currently existing applications, or any renewal of any Patent or Trademark, then the provisions of paragraph 2 hereof shall automatically apply thereto, and Debtor shall give Secured Parties prompt notice thereof in writing. Debtor authorizes Secured Parties to modify this Agreement by amending Schedule A to include any future issued patents and/or registered trademarks and United States patent applications and/or United States trademark applications within the definition of Patents and Trademarks under paragraph 2 hereof.

6. Upon and at any time after the occurrence of an Event of Default, Secured Parties shall have, in addition to all other rights and remedies it has pursuant to this Agreement, all of the rights and remedies under the Loan Documents and all applicable Laws.

7. Debtor hereby makes, constitutes and appoints Secured Parties (and any officer or agent of Secured Parties as Secured Parties may select) as Debtor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: (i) endorse Debtor's name on all applications, documents, papers and instruments necessary for Secured Parties to use the Patents and Trademarks, (ii) grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to anyone else, and (iii) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. Debtor hereby ratifies all such actions on the part of Secured Parties acting as said attorney-in-fact, as shall be necessary to perform or cause to be done those things set forth herein. This power of attorney shall be irrevocable until all Obligations have been satisfied in full.

8. Debtor shall notify Secured Parties in writing of infringements detected related to the Patents and Trademarks. Debtor shall have the duty to do any and all acts which are both commercially reasonable and deemed necessary or desirable by Secured Parties to preserve and maintain all rights in the Patents and Trademarks until the Obligations shall have been paid in full. Any expenses incurred in connection with the Patents and Trademarks applications or proceedings shall be borne by Debtor. Debtor shall not abandon any registered trademark or issued patent without the consent of Secured Parties.

9. Notwithstanding anything to the contrary contained in paragraph 8 hereof, Secured Parties shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Patents and Trademarks and any license thereunder, in which event

Debtor shall at the request of Secured Parties do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Secured Party to aid such enforcement, and Debtor shall promptly, upon demand, reimburse and indemnify Secured Parties for all reasonable costs and expenses incurred in the exercise of Secured Parties' rights under this paragraph 9. Nothing herein shall be deemed to prohibit Debtor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Secured Parties declines to institute such suit.

10. If Debtor fails to comply with any of its obligations hereunder, to the extent permitted by applicable Law, Secured Parties may do so in Debtor's name or in Secured Parties' name, and Debtor agrees to reimburse Secured Parties in full for all reasonable out-of-pocket expenses incurred by Secured Parties, including Attorneys' Fees, incurred by Secured Parties in prosecuting, defending or maintaining the Patents and Trademarks or Secured Parties' interest therein pursuant to this Agreement.

11. All of Secured Parties' rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Purchase Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. No course of dealing between Debtor and Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of Secured Parties, any right, power or privilege hereunder or under the Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS, EXCEPT TO THE EXTENT THE LAWS OF ANOTHER JURISDICTION GOVERN THE CREATION, PERFECTION, VALIDITY, OR ENFORCEMENT OF LIENS UNDER THIS AGREEMENT, AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES, SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT AND ALL OF THE OTHER TRANSACTION DOCUMENTS.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5 hereof.

16. This Agreement and the security interest granted herein shall terminate upon payment in full of the Obligations; provided, however, in the event any sums or other things of value that are paid or transferred to or otherwise received by the Secured Parties are rescinded, recovered required to be returned, set aside, rendered void or otherwise adversely affected in any legal proceeding or for any cause whatsoever, including under any law, rule or regulation relative

to bankruptcy, insolvency, fraudulent transfers or other relief of debtors, then this Agreement shall continue to be effective or shall be revived and reinstated, as necessary in order to give full effect to the Debtor's liability for the Obligations, to the same extent as if such payment, transfer and/or receipt had never occurred.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

ALEREON, INC.,
a Delaware corporation

By: *Eric Brockman*
Its: CEO

Address:
7600 North Capital of Texas Highway, C-200
Austin, TX 78731

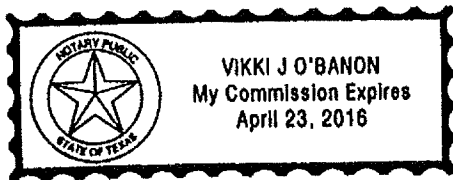
STATE OF Texas
COUNTY OF TRAVIS

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Eric Brockman, whose name as CEO of ALEREON, INC., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, (s)he, as such CEO and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 11th day of April, 2012.


[SEAL]

Vikki J. O'Bannon
Notary Public
My Commission Expires: 4/23/16



ACCEPTED BY:

ENHANCED CAPITAL TEXAS FUND II, LLC,
a Texas limited liability company

By: 
Its: PRESIDENT

Address:

Attention: Rafael Castro
601 Lexington Avenue, 55th Floor
New York, NY 10022

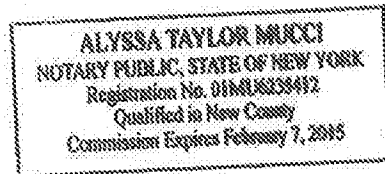
STATE OF New York
COUNTY OF New York

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MICHAEL KRENFELD, whose name as PRESIDENT of ENHANCED CAPITAL TEXAS FUND II, LLC, a Texas limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 11 day of April, 2012.

[SEAL]

Alyssa Mucci
Notary Public
My Commission Expires: 2/7/15



ACCEPTED BY:

ENHANCED JOBS FOR TEXAS FUND, LLC
a Texas limited liability company

By: *[Signature]*
Its: PRESENT

Address:

Attention: Rafael Castro
601 Lexington Avenue, 55th Floor
New York, NY 10022

STATE OF New York
COUNTY OF New York

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MICHAEL KOENIGOLD, whose name as PRESENT of ENHANCED JOBS FOR TEXAS FUND, LLC, a Texas limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 11 day of April, 2012.

[SEAL]

Alyssa Taylor Mucci
Notary Public
My Commission Expires: 2/7/15

ALYSSA TAYLOR MUCCI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 0188816235412
Qualified in New County
Commission Expires February 7, 2015

SCHEDULE A

ISSUED UNITED STATES PATENTS

Patent No.	Title of Invention	Issue Date
7,603,488	Systems and Methods for Efficient Memory Management	10/13/2009
7,190,729	Ultra-Wideband High-Data-Rate Communications	3/13/2007
7,206,334	Ultra-Wideband High Data-Rate Communication Apparatus and Associated Methods	4/17/2007
7,394,846	Ultra-Wideband High Data-Rate Communication Apparatus and Associated Methods	7/1/2008
7,787,513	Transmitting and Receiving Spread Spectrum Signals Using Continuous Waveforms	8/31/2010
7,460,559	Methods and Sets of Piconets Using Time Frequency Division Multiple Access	12/2/2008
7,447,910	Method and System of Piconet Groups	1/13/2009
7,853,277	Method and System of Piconet Groups	12/14/2010
7,444,121	Methods and Apparatuses for Reducing Interference Using Frequency Division Multiple Access	10/28/2008
7,764,929	Methods and Apparatuses for Reducing Interference Using Frequency Division Multiple Access	7/27/2010
6,539,213	System and Method for Impulse Radio Power Control	3/25/2003
6,571,089	Method and Apparatus for Moderating Interference While Effecting Impulse Radio Wireless Control of Equipment	5/27/2003
7,079,827	Method and Apparatus for Power Control in an Ultra Wideband Radio System	7/18/2006
7,209,724	Method and Apparatus for Power Control in an Ultra Wideband Radio System	4/24/2007
7,577,415	Method and Apparatus Ultra Wideband Power Control	8/18/2009
6,556,621	Method and System for Fast Acquisition of Ultra-Wideband Signals	4/29/2003
6,925,109	Method and System for Fast Acquisition of Ultra-Wideband Signals	8/2/2005
7,492,811	Method and System for Fast Acquisition of Ultra-Wideband Signals	2/17/2009
6,354,946	Impulse Radio Interactive Wireless Gaming System and Method	3/12/2002
6,585,597	Impulse Radio Interactive Wireless Gaming System and Method	7/1/2003
6,492,904	System and Method for Monitoring Assets, Objects, People and Animals Utilizing Impulse Radio	12/10/2002
7,321,611	Method and Transceiver for Full Duplex	1/22/2008

5,832,035	Fast Locking Mechanism for Channelized Ultrawide-Band Communication	11/3/1998
7,539,237	Fast Locking Mechanism for Channelized Ultrawide-Band Communications	5/26/2009
7,027,425	Impulse Radio Virtual Wireless Local Area Network System and Method	4/11/2006
7,746,835	System and Method for an Ultra Wideband Radio Wireless Network Local Area Network	6/29/2010
6,304,623	Precision Timing Generator System and Method	10/16/2001
6,636,573	Precision Timing Generator System and Method	10/21/2003
6,950,485	Precision Timing Generator Apparatus and Associated Methods	9/27/2005
6,937,663	Baseband Signal Converter for a Wideband Impulse Radio Receiver	8/30/2005
6,351,652	Mobile Communications System and Method Utilizing Impulse Radio	2/26/2002
1232572	Mobile Communications System and Method Utilizing Impulse Radio	4/20/2005
60019634.8	Mobile Communications System and Method Utilizing Impulse Radio	4/20/2005
5,687,169	Full Duplex Ultrawide-Band Communication System and Method	11/11/1997
8,018,831	Method and System for a Scalable Radio Architecture	9/13/2011
5,812,081	Time Domain Radio Transmission System	9/22/1998
7,400,666	Method for Generating Communication Signal Sequences Having Desirable Correlation Properties and System for Using Same	6/15/2008
7,675,960	Method for Generating Communication Signal Sequences Having Desirable Correlation Properties and System for Using Same	3/9/2010
7,184,938	Method and System for Statistical Filters and Design of Statistical Filters	2/27/2007
7,536,282	Method and System for Statistical Filters and Design of Statistical Filters	5/19/2009
7,271,779	Method, System and Apparatus for an Antenna	9/18/2007
7,589,690	Method, System and Apparatus for an Antenna	9/15/2009
7,782,294	Method and System for Windowing	8/24/2010
6,914,949	Method and System for Reducing Potential Interferences in an Impulse Radio	7/5/2005
8,116,402	Method and System for Cognitive Radio	2/14/2012
6,763,057	Vector Modulation System and Method for Wideband Impulse Radio Communications	7/13/2004

6,954,480	Method Apparatus for Improving Received Signal Quality in an Impulse Radio System	10/11/2005
6,937,667	Apparatus, System and Method for Flip Modulation in an Impulse Radio Communication System	8/30/2005
7,526,250	Apparatus, System and Method for Flip Modulation in an Impulse Radio Communications System	4/28/2009
5,963,581	Ultrawide-Band Communication System and Method	10/05/1999
6,529,568	Method and System for Cancelling Interference in an Impulse Radio	3/4/2003
7,428,258	Method and Apparatus for Generating RF Waveforms Having Aggregate Energy with Desired Spectral Characteristics	9/23/2008
7,809,069	Method and System for Sidelobe Reduction Using Antipodal Signaling	10/05/2010

UNITED STATES PATENT APPLICATIONS

Registration No.	Title of Invention	Filing Date
12/825,127	System and Method for an Ultra Wideband Radio Wireless Local Area Network	6/28/2010
13/205,401	Method and System for a Scalable Radio Architecture	8/8/2011
12/235,247	Method and Apparatus for Generating RF Waveforms Having Aggregate Energy with Desired Spectral Characteristics	9/22/2008

REGISTERED UNITED STATES TRADEMARKS

Registration No.	Mark	Registration Date
3,938,119	"A" logo	3/29/2011
3,164,770	LIFE WITHOUT WIRES	10/31/2006
3,881,711	ALEREON (stylized)	11/23/2010
3,839,461	NOWIRE	8/24/2010

REGISTERED INTERNATIONAL TRADEMARKS

Jurisdiction	Registration No.	Mark	Registration Date
European Community (CTM)	3646171	ALEREON	7/4/2005
Hong Kong	300152522	ALEREON	6/10/2004
India	785633	ALEREON	3/18/2009
Japan	4830404	ALEREON	1/7/2005
Korea	12713	ALEREON	6/2/2005

Singapore	T0401265B	ALEREON	1/18/2005
Singapore	T0401266J	ALEREON	3/22/2005
Taiwan	093003295	ALEREON	11/16/2004

INTERNATIONAL TRADEMARK APPLICATION

Jurisdiction	Application No.	Mark	Application Date
China	3902159	ALEREON	2/4/2004